



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

New	Vendor Code	Dept.	Contract Number		
<input checked="" type="checkbox"/> Change	SANBERN772A	SC	02-658 A-1		
<input type="checkbox"/> Cancel					
County Department		Dept.	Orgn.	Contractor's License No.	
Preschool Services Department					
County Department Contract Representative		Telephone		Total Contract Amount	
Margie Donahue		(909) 387-2444		\$543,128	
Contract Type					
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:					
If not encumbered or revenue contract type, provide reason:					
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount
		July 1, 2002	June 30, 2004	\$265,905	\$277,223
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
RSC	HPS	150	300	3252	F07
					Amount
					\$277.223
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
					Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
					Amount
Project Name			Estimated Payment Total by Fiscal Year		
PSD – Delegate Agency/ Food Service Agreement			FY	Amount	I/D
COLA / Quality – Federal			02/03	\$ 8,491	I
PSD – Delegate Agency/ Food Service Agreement			03/04	\$240,682	I
			03/04	\$ 28,050	I

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, called the County, and

Name

City of San Bernardino Parks & Recreation

hereinafter called

DELEGATE AGENCY (DELEGATE)

Address

547 N. Sierra Way

San Bernardino, CA 92410

Phone

Birth Date

(909) 384-5233

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

Amendment No. 1

It is hereby agreed to amend Contract #02-658 between the County of San Bernardino and City of San Bernardino Parks & Recreation as follows:

Section IV. Delegate Agency General Responsibilities

Amend Paragraph H. to read as follows:

- H. Delegate shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.

Amend Paragraphs N. and O. to read as follows:

- N. Delegate shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.
- O. Delegate shall notify County of any staff member, paid, intern or volunteer, who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Delegate shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify County. To the County's discretion, the County may instruct Delegate to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Delegate shall immediately notify HSS concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Delegate.

Amend First Paragraph of Paragraph Q. to read as follows:

- Q. Delegate agrees to and shall comply with the following indemnification and insurance requirements, and that the County, as a condition of the requirements, will accept a bonafide self-insurance program:

Amend Paragraph Q, Section 2, b. to read as follows:

2. b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage of owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000). **Exception:** If the Delegate is going to transport clients, at any given time, then the policy shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000).

Amend Paragraph R. to read as follows:

- R. Delegate shall designate an individual to serve as the primary point of contact for the Contract. Delegate shall notify HSS when the primary contact will be unavailable/out of the office for three (3) or more workdays. Delegate or designee must respond to County inquiries within two (2) County business days.

Section VI. Fiscal Provisions

Amend Paragraphs A., B., C. and D. to read as follows:

- A. The maximum amount of reimbursement under this Contract shall not exceed \$543,128, including the original contract amount and all subsequent amendments (see following detail), and shall be subject to availability of funds to the County. The consideration to be paid to Delegate, as provided herein, shall be in full payment for all Delegate's services and expenses incurred in the performance hereof, including travel and per diem.

#02-658 City of San Bernardino Parks & Recreation		
Original Contract	\$ 265,905	July 1, 2002 through June 30, 2003

Amendment 1 – COLA	\$ 8,491	July 1, 2002 through June 30, 2003
Amendment 1	\$ 268,732	July 1, 2003 through June 30, 2004
Maximum Reimbursement	\$ 543,128	

- B. The Delegate will contribute \$120,342 to the program funds. Such contributions shall be in cash or in-kind in the amount of \$120,342 as follows:

IN-KIND		
Original Contract	\$ 58,048	July 1, 2002 through June 30, 2003
Amendment 1 – COLA	\$ 2,123	July 1, 2002 through June 30, 2003
Amendment 1	\$ 60,171	July 1, 2003 through June 30, 2004
Maximum Reimbursement	\$ 120,342	

- C. The County agrees to reimburse the Delegate for authorized expenditures. The reimbursement will be based on the attached Program Budget (See Attachment B) and unit costs as defined in Paragraph D. of this Section. The Delegate will submit to the County statements that are sufficient to support payment under the County's accounting procedures established or approved by the County's Controller. Within thirty (30) days, the County will approve or disapprove payment of the statements. In no event, will the Delegate receive reimbursement exceeding \$543,128, except if it has received prior written authorization from the County, which shall be incorporated into and attached to this agreement.
- D. For food services, the Delegate will provide invoices once a month to PSD Finance Department, not later than the tenth (10th) day of each month for the previous months activities. Invoices shall include, and be based upon all meals delivered, including breakfasts, lunches and snacks at the following unit price:

MEALS				
Meal Type	Estimated Number of Servings Per Day	Estimated Number of Operating Days	Unit Price	Total Price
Breakfast	30	170	1.05	\$ 5,355
Lunch	60	170	1.95	\$ 19,890
P.M. Snack	30	170	.55	\$ 2,805
Total Food Cost Shall Not Exceed:				\$ 28,050

Delete Paragraph E. in its entirety.

SECTION IX. TERM

Amend to read as follows:

This Contract is effective as of July 1, 2002, and is extended from its original expiration date of June 30, 2003, to expire on June 30, 2004, but may be terminated earlier in accordance with provisions of Section X of the Contract.

SECTION XI. GENERAL PROVISIONS

Amend Paragraph A. to read as follows:

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Delegate: San Bernardino City – Parks & Recreation
547 North Sierra Way
San Bernardino, CA 92410

County: County of San Bernardino
Human Services System
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

County (**Insurance Information Only**):
County of San Bernardino
c/o Insurance Data Services
P.O. Box 12010 – CB
Hemet, CA 92546-8010

Add new Paragraph I. to read as follows:

- I. Delegate shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Delegate shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Delegate. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

Add new Paragraph J. to read as follows:

- J. Equipment - All equipment, materials, supplies or property of any kind (including office equipment and furniture, vehicles, publications, copyrights, etc.) which has a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this Contract and not fully consumed in one (1) year shall be the property of the County, unless otherwise required by Funding Source, and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County when the Contract is terminated. Additional terms are as follows:
1. The purchase of any furniture or equipment which exceeds a single unit cost of five hundred dollars (\$500) and/or was not included in Delegate's approved budget, shall require the prior written approval of County, and shall fulfill the provisions of this Contract which are appropriate and directly related to Delegate's services or activities under the terms of the Contract. County may refuse reimbursement for any cost resulting from such items purchased, which are incurred by Delegate, if prior written approval has not been obtained from County.
 2. Before equipment purchases made by Delegate are reimbursed by County, Delegate must submit paid vendor receipts identifying the purchase price, amount of purchase price charged to the Contract, item description, item condition, serial number, model number and location where equipment will be used during the term of this Contract.
 3. Delegate shall submit an inventory of equipment purchased under the terms of this Contract as part of the monthly activity report for the month in which the equipment is purchased. Inventory shall include purchase price, amount of purchase price charged to the contract, item description, item condition, serial number, model number and location of equipment.
 4. Delegate shall properly document any loss or destruction of items and shall submit copies of such documentation to the County within 15 days following the occurrence causing the same.

5. At the termination of this Contract, Delegate shall provide a final inventory to County and shall at that time query County as to requirements, including the manner and method in returning said equipment to County. Final disposition of such equipment shall be in accordance with instructions from County.

ATTACHMENT B:

Attachment B, "DA – SB Parks FY 2003-2004 Budget" is added to the Program Budget.

ATTACHMENT C:

Attachment C, "DA – SB Parks COLA /Quality – Budget FY 2002-2003" is added to the Contract.

All other terms and conditions in this contract remain in full force and effect.

COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

City of San Bernardino Parks & Recreation
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Judith Valles
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

Dated _____

Address 547 N. Sierra Way
San Bernardino, CA 92410

Approved as to Legal Form

► _____
Julie Surber, County Counsel

Date _____

Reviewed by Contract Compliance

► _____
Lori Ciabattini, HSS Contract Administration

Date _____

Presented to BOS for Signature

► _____
Roberta York, Director PSD

Date _____

***Auditor/Controller-Recorder
Use Only***

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By